

ELIAS C ALVORD (1942)
ELLSWORTH C ALVORD (1954)

ROBERT W ALVORD
CHARLES T KAPPLER
JOHN H DOYLE
RICHARD N BAGENSTOS
JAMES C MARTIN

* ALSO ADMITTED IN NEW YORK
* ALSO ADMITTED IN MARYLAND

16684

RECORDATION NO

FILED 1425

LAW OFFICES

ALVORD AND ALVORD

DEC 28 1989 -10 05 AM

300 WORLD CENTER BUILDING

918 SIXTEENTH STREET, NW

INTERSTATE COMMERCE COMMISSION

20006-2973

(202) 383-2266

RECORDATION NO

16684

FILED 1425

December 28, 1989

DEC 28 1989 -10 05 AM

INTERSTATE COMMERCE COMMISSION

Ms. Norita R. McGee

Secretary

Interstate Commerce Commission

Washington, D.C. 20423

Dear Ms. McGee:

DEC 28 1989 -10 05 AM

INTERSTATE COMMERCE COMMISSION

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are four (4) fully executed original copies each of five (5) related primary documents described as 1) Assignment and Purchase Agreement (1989-I) dated as of December 1, 1989 ("Assignment I"), 2) Assignment and Purchase Agreement (1989-II) dated as of December 1, 1989 ("Assignment-II"), 3) Memorandum of Trust Indenture and Security Agreement dated as of December 1, 1989 ("Security Agreement"), 4) Memorandum of Trust Agreement dated as of December 1, 1989 ("Trust Agreement") and 5) Memorandum of Equipment Lease dated as of December 1, 1989 ("Lease").

The names and addresses of the parties to the enclosed documents are:

New No.

- A

Assignment I and Assignment II

Assignor: Occidental Chemical Corporation
Occidental Tower
5005 LBJ Freeway
Dallas, TX 75244

Assignee: The Connecticut National Bank
777 Main Street, MSN 238
Hartford, CT 06115

Security Agreement:

Owner Trustee: The Connecticut National Bank
777 Main Street, MSN 238
Hartford, CT 06115

Indenture Trustee: Mercantile-Safe Deposit and Trust Company
2 Hopkins Plaza
Baltimore, MD 21201

* Two copies of documents 1) and 2).

Ms. Noreta R. McGee
December 28, 1989
Page 2

Trust Agreement:

- C Trustor: Ford Motor Credit Company
c/o United States Capital Equipment
Fairlane Plaza South, Suite 700
330 Town Center Drive
Dearborn, MI 48126

Trustee: The Connecticut National Bank
777 Main Street, MSN 238
Hartford, CT 06115

Lease

- D Lessor: The Connecticut National Bank, as Owner Trustee
777 Main Street, MSN 238
Hartford, CT 06115

Lessee: Occidental Chemical Corporation
Occidental Tower
5005 LBJ Freeway
Dallas, TX 75244

A description of the railroad equipment covered by the enclosed documents is set forth in Schedule A attached hereto and made a part hereof.

Also enclosed is a check in the amount of ^{\$75}~~\$60~~ payable to the order of the Interstate Commerce Commission covering the required recordation fee.

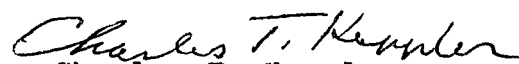
Kindly return stamped copies of the enclosed documents not needed for your files to Charles T. Kappler, Esq., Alvord and Alvord, 918 Sixteenth Street, N.W., Suite 200, Washington, D.C. 20006.

Ms. Noreta R. McGee
December 28, 1989
Page 3

A short summary of the enclosed documents to appear in the Commission's Index is:

Assignment and Purchase Agreement (1989-I)
between Occidental Chemical Corporation
("Occidental"), Assignor, and The Connecticut
National Bank, Owner Trustee ("CNB");
Assignment and Purchase Agreement (1989-II)
between Occidental, Assignor, and CNB;
Memorandum of Trust Indenture and Security
Agreement between CNB" and Mercantile-Safe
Deposit and Trust Company, Indenture Trustee;
Memorandum of Trust Agreement between Ford
Motor Credit Company, Trustor, and CNB; and
Memorandum of Equipment Lease between CNB,
Lessor, and Occidental, Lessee, each dated as
of December 1, 1989, covering railcars.

Very truly yours,


Charles T. Kappler

CTK/skh
Enclosures

SCHEDULE A

1155 Rail Cars as follows:

<u>Quantity</u>	<u>Manufacturer</u>	<u>Description</u>
242	Trinity Industries, Inc.	OCPX 70401 - OCPX 70642
349	Union Tank Car Company	HOKX 111351 - HOKX 111699
514	ACF Industries, Inc.	HOKX 132401 - HOKX 132914
50	Gulf Railcar, Inc.	HOKX 111301 - HOKX 111350

919
102
1106

Interstate Commerce Commission

Washington, D.C. 20423

12/28/89

OFFICE OF THE SECRETARY

Charles T. Happler
Alvord & Alvord
918 16th St. N.W.
Washington, D.C. 20006

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 12/28/89 at 10:05am and assigned recordation number(s). 16684 16684-A, 16684-B, 16684-C & 16684-D

Sincerely yours,



Noreta R. McGee
Secretary

Enclosure(s)

16684
RECORDATION NO. _____ FILED 1425

DEC 28 1989 -10 05 AM

INTERSTATE COMMERCE COMMISSION

=====

ASSIGNMENT AND PURCHASE AGREEMENT
(1989-I)

Dated as of December 1, 1989

Between

OCCIDENTAL CHEMICAL CORPORATION

as Assignor

and

THE CONNECTICUT NATIONAL BANK
Not in its Individual Capacity but
solely as Owner-Trustee
As Assignee

=====

Filed with the Interstate Commerce Commission
pursuant to 49 U.S.C. § 11303
on December __, 1989 at __:__ .m.,
recordation number _____

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ASSIGNMENT AND PURCHASE AGREEMENT (1989-I), dated as of December 1, 1989 ("Assignment Agreement"), between OCCIDENTAL CHEMICAL CORPORATION ("Assignor") and THE CONNECTICUT NATIONAL BANK, a national banking association, not in its individual capacity but solely as Owner-Trustee under the Trust Agreement dated as of December 1, 1989 with the Trustor named therein ("Assignee"),

W I T N E S S E T H:

WHEREAS, ABB CREDIT FINANS A.B. ("Lessor") a corporation organized under the laws of Sweden, as lessor, and Assignor, as lessee, have entered into (i) the Lease Agreement dated as of December 12, 1989 (the "Lease"), relating to certain railcars described in Schedule I hereto (the "Railcars") (ii) the Call Option Agreement dated as of December 12, 1989, (the "Call Option") relating to an option to purchase the Railcars granted to Assignor by Lessor; and (iii) the Sales Agency Agreement dated as of December 12, 1989 (the "Sales Agency Agreement") relating to the sale of the Railcars in the event the Call Option is not exercised;

WHEREAS, in connection with the Lease, Assignor and Hollandische Bank-Unie N.V. (the "Bank") have entered into the Liabilities Assumption Agreement dated as of December 12, 1989, (the "Liabilities Agreement") and Assignor, Lessor and the Bank have entered into the Payments Undertaking Agreement, dated as of December 21, 1989, (the "Payments Agreement") in each case relating to the assumption by the Bank of certain payment obligations of Assignor under the Lease, the Call Option and the Sales Agency Agreement, and Lessor and Assignor have entered into the Security Agreement dated as of December 12, 1989 (the "Security Agreement") whereby Lessor has secured certain of its obligation to Assignor and has granted to Assignor a Power of Attorney dated December 12, 1989 (the "Power of Attorney");

WHEREAS, the Assignor wishes to assign all its rights, benefit and interest in and to the Railcars and certain of its rights, benefit and interest in and to the Lease, the Call Option, the Sales Agency Agreement, the Liabilities Agreement the Payments Agreement, the Security Agreement and the Power of Attorney (collectively the "Assigned Documents"), to and in favor of the Assignee on the terms hereof and;

WHEREAS, simultaneously herewith Assignee and Assignor are entering into the Equipment Lease dated as of December 1, 1989 (the "U.S. Lease") and Assignee is entering into the Trust Indenture and Security Agreement, dated as of December 1, 1989 (the "Indenture") with Mercantile-Safe Deposit and Trust Company ("Indenture Trustee").

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. Definitions.

Unless the context otherwise requires, capitalized terms defined in, or by reference in, the Assigned Documents have the same meaning when used in this Assignment.

Section 2. Assignment and Transfer.

(a) In consideration of the payment by Assignee to Assignor of the sum of Ten U.S. Dollars (U.S. \$10.00) and other good and valuable consideration the receipt of which is hereby acknowledged, (i) the Assignor hereby assigns and transfers absolutely to the Assignee all of its rights, benefit and interest in and to (v) the Railcars, (w) the Lease (including, without limitation, the right to exercise any option to terminate the Lease pursuant to Sections 10.3, 10.4 or 10.5 of the Lease, the right to have title to any Railcar vest in Assignee to the exclusion of Assignor at any time that title to such Railcar would vest in Assignor pursuant to the terms of the Lease, the right to grant any consent or approval pursuant to Section 13.1 of the Lease, and the rights with respect to warranty rights under the Purchase Documents Assignment to the extent assigned to Assignor by the Lessor under the Lease and all claims for damages in respect of any Railcar arising as a result of any default by the Manufacturer under the Purchase Agreements, and all claims arising thereunder); reserving, however, to Assignor the nonexclusive right to terminate the Lease pursuant to Sections 10.3 and 10.4 of the Lease but not the right to have title vest in Assignor pursuant to such Sections, (x) the Call Option; (y) the Sales Agency Agreement, including without limitation, the right to receive the success fee provided for in Section 5 of the Sales Agency Agreement; and (z) the Security Agreement and Power of Attorney and (ii) the Assignor hereby assigns to the Assignee its rights, benefit and interest in and to (w) that certain letter dated the date hereof from Algemene Bank Nederland N.V. in respect of the transactions contemplated by the Lease (the "Parent Guaranty") (y) the Liabilities Agreement and (z) the Payments Agreement; provided however that such assignment in clause (ii) hereof to the Assignee shall not be to the exclusion of the continuing rights, benefit and interest of the Assignor in the same and (iii) the Assignor hereby assigns to the Assignee to the extent assigned in clauses (i) and (ii) all rights of the Assignor to exercise any election or option or to make any decision or determination or give any notice, consent, waiver or approval or to take any other action under or with respect to the Assigned Documents and all rights, powers and remedies on the part of the Assignor with respect thereto, whether acting under the Assigned Documents or by statute or at law or in equity. With respect to the rights, benefits and interests to the extent assigned and transferred in this Section 2, references in the Assigned Documents to the "Lessee" shall be deemed to be references to the Assignee.

(b) This Assignment shall not transfer any of the obligations of the Assignor under the Assigned Documents, and the burden of the terms and conditions of the Assigned Documents imposed upon the Assignor, including

without limitation, the obligation to make any payment of any Termination Sum under the Lease, the Call Option Price under the Call Option or any payment to Lessor as Principal pursuant to the terms of the Sales Agency Agreement shall not hereby in any way pass to or be assumed by the Assignee. For the avoidance of doubt and in furtherance of the foregoing, the Assignor hereby agrees that (i) the Assignee shall not be obliged to perform any duty, covenant or condition required to be performed by the Assignor under any of the terms of the Assigned Documents and (ii) all such duties, covenants and conditions are and shall remain the obligations of Assignee.

Section 3. Covenants.

(a) The Assignor covenants in favor of the Assignee that:

(i) it will not agree or purport to agree to any amendment to any provision of any Assigned Document without the consent of Assignee; and

(ii) it shall, upon the request of the Assignee, promptly execute and deliver any and all such further instruments and documents as the Assignee may reasonably require for the purpose of obtaining the full benefit of this Assignment and the rights and powers hereby assigned and granted.

(b) The Assignee covenants in favor of the Assignor that, so long as no Event of Default (as defined in the U.S. Lease) under the U.S. Lease shall have occurred and be continuing, that it will not exercise any right to terminate the Lease under Section 10.4 thereof on any Payment Date occurring before the tenth anniversary of the Lease Commencement Date.

Section 4. Power of Attorney.

The Assignor hereby irrevocably appoints the Assignee with full power of substitution to be its attorney and in its name and on its behalf to (i) act under the Power of Attorney, as substitute for Assignor, with full powers thereunder as if Assignee had been named therein, and (ii) to execute, sign and do all deeds, instruments, acts and things whatsoever which it shall in the opinion of the Assignee be necessary or expedient that the Assignor should execute sign or do for the purpose of carrying out any obligation hereby declared or imposed upon the Assignor or for giving to the Assignee on its behalf the full benefit of any of the provisions hereof and generally to use the Assignor's name in the exercise of all or any of the powers hereby conferred on the Assignee. The Assignor covenants with the the Assignee that it will ratify and confirm all that the attorney shall lawfully do or cause to be done by virtue of this Section 4.

Section 5. Miscellaneous.

(a) This Assignment shall be binding on and inure to the benefit of the Assignor and its successors. This Assignment shall be binding on and inure to the benefit of the Assignee, its successors and assigns.

(b) No failure or delay by the Assignee in exercising any right, power or remedy shall operate as a waiver thereof nor shall any single or any partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power or remedy. The rights, powers and remedies herein provided are cumulative and do not exclude any other rights, powers or remedies provided by law.

(c) If at any time any one or more of the provisions of this Assignment is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, the legality, validity and enforceability of such provision under the law of any other jurisdiction and the legality, validity and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

(d) This Assignment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Assignment by signing any such counterpart.

Section 6. Notices.

All notices and other communications provided for herein shall be in writing. Notices and other communications shall be deemed to have been given (unless otherwise required by the specific provisions hereof in respect of any matter) when delivered personally or otherwise actually received, addressed as follows:

If to the Assignor:

OCCIDENTAL CHEMICAL CORPORATION
Corporate Office
Occidental Tower
P.O. Box 809050
Dallas, Texas 75380
Attention: Debt Compliance

Copy to: Occidental Petroleum Corporation
10889 Wilshire Boulevard
Los Angeles, California 90024
Attention: Vice President and
Treasurer

If to the Assignee:

THE CONNECTICUT NATIONAL BANK
777 Main Street
Hartford, Connecticut 06115
Attention: Corporate Trust Administration

or at such other place as any such party may designate by notice duly given in accordance with this Section to the other parties.

Section 7. Governing Law.

This Assignment shall be governed by and construed in accordance with the laws of the State of New York.

Section 8. Limitation of Liability.

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Assignee, are not intended as personal representations, covenants, undertakings and agreements of The Connecticut National Bank or for the purpose or with the intention of binding it personally but are made and intended in its capacity as Owner Trustee and for the purpose of binding only the Trust Estate (as such term is defined in the Trust Agreement referred to in the caption hereof); such Trust Estate is the Assignee hereunder, and this Assignment is executed and delivered by The Connecticut National Bank not in its own right but solely in the exercise of the powers conferred upon it as trustee; and no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against The Connecticut National Bank on account of this Assignment or on account of any representation, covenant, undertaking or agreement of it in this Assignment contained, either express or implied, all such personal liability, if any, being expressly waived and released by the Assignor herein and by all persons claiming by, through or under the Assignor; excepting however that the Assignor or any person claiming by through or under it making claim hereunder, may look to said Trust Estate for satisfaction of the same.

Section 9. Security for Indenture Trustee.

Assignor hereby acknowledges that this Assignment Agreement has been assigned to Indenture Trustee pursuant to the Indenture, that Assignor has received an executed copy of the Indenture and that Assignor consents to said assignment, subject to the rights of Assignor under this Assignment Agreement. In the case of conflict between Assignor and Indenture Trustee as to said assignment, Assignor shall have the right of interpleader. Indenture Trustee, as such assignee, shall not be obligated to perform any duty, covenant or condition required to be performed by Assignee under the terms of this Assignment Agreement. It is understood that, for the purpose of securing the Notes (as defined in the Indenture) and the covenants of Indenture Trustee contained in the Indenture, Indenture Trustee has succeeded to all of Assignee's rights and privileges herein. Assignor further agrees that it will deliver to Indenture Trustee at its address set forth in the Indenture copies of all notices, consents and other instruments it either sends or receives under the Assigned Documents.

IN WITNESS WHEREOF the parties have caused this Assignment and Purchase Agreement to be executed as of the day and year first above written.

THE CONNECTICUT NATIONAL BANK,
not in its individual capacity, but
solely as Owner Trustee, as Assignee

By: 

Title:

TRUST OFFICER

OCCIDENTAL CHEMICAL CORPORATION
as Assignor

By: _____

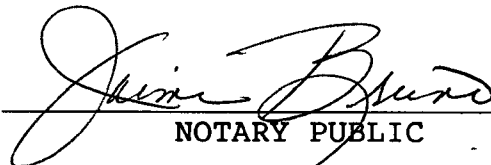
Title: _____

NY/1371Q

State of _____)
County of _____) ss.

BEFORE ME, the undersigned notary, on this day personally appeared Rinette Bouchard, to me personally known or so proven to be, who, being by me duly sworn, says that she is a Trust Officer of The Connecticut National Bank, ("Trustee"), that the foregoing instrument was signed on behalf of the Trustee by authority of the Board of Directors of Trustee and she acknowledged that the execution of the foregoing instrument was the free act and deed of the said Trustee.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of December, 1989.


NOTARY PUBLIC

JAIME BRUNO
NOTARY PUBLIC, State of New York
No. 4041630
Qualified in Westchester County
Commission Expires April 30, 1991



My Commission Expires:

April 30, 1991
Date

NY:1378Q

IN WITNESS WHEREOF the parties have caused this Assignment and Purchase Agreement to be executed as of the day and year first above written.

THE CONNECTICUT NATIONAL BANK,
not in its individual capacity, but
solely as Owner Trustee, as Assignee

By: _____
Title:

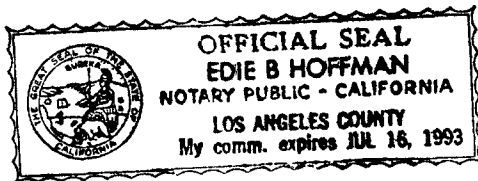
OCCIDENTAL CHEMICAL CORPORATION
as Assignor

By: Joe Blaine
Title: Joe Blaine
Attorney-in-fact

State of California)
County of Los Angeles) ss.

BEFORE ME, the undersigned notary, on this day personally appeared Joe Blaine, to me personally known or so proven to be, who, being by me duly sworn, says that he/she is a Attorney-in-fact of the Occidental Chemical Corporation, (the "Company"), that the foregoing instrument was signed on behalf of the Company by authority of the Board of Directors of the Company and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said Company.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this
20th day of December, 1989.




NOTARY PUBLIC

[SEAL]

My Commission Expires: July 16, 1993

Date

I. Equipment Description and Specifications

A. General Purpose Tank Cars

Type:	16,000 gallon nominal capacity general purpose tank cars
Quantity:	192
Reporting Marks:	HOKX 111351 - HOKX 111542
Manufacturer:	Union Tank Car Company
AAR Mechanical Designation:	DOT 111A100W3
Specifications:	Compartments - 1 Light Weight - 59,600 lbs. Length over strikers - 39' 7-1/2" Length over truck centers - 27' 4" Height - 14' 8-11/16" Width - 10' 8" Plate Specification - ASTM A516 Gr. 70. Diameter -111" O.D. Exterior Serpentine heater coils (4 runs, 8" half oval) stub sill design, truck mounted brakes, NFL roller bearings, 36" wheels, 4" lb. density fiberglass insulation, 11 ga. steel jacket, lining optional, 100 ton ride controlled grade B trucks, Miner Crown SE draft gears, 14" UTC design center plate, double shelf couplers, high friction brake shoes.

Exhibit I to Assignment
and Purchase Agreement
(1989-I)

II.

EQUIPMENT

MANUFACTURER: UNION TANK CAR COMPANY
NUMBER AND TYPE: (192) General Purpose Tank Cars

<u>Identification Number</u>	<u>Lessor's Cost (Dollars)</u>	<u>Identification Number</u>	<u>Lessor's Cost (Dollars)</u>
HOKX 111351	\$55,577.91	HOKX 111394	\$55,622.91
HOKX 111352	\$55,577.91	HOKX 111395	\$55,622.91
HOKX 111353	\$55,577.91	HOKX 111396	\$55,622.91
HOKX 111354	\$55,622.91	HOKX 111397	\$55,622.91
HOKX 111355	\$55,577.91	HOKX 111398	\$55,622.91
HOKX 111356	\$55,560.19	HOKX 111399	\$55,622.91
HOKX 111357	\$55,622.91	HOKX 111400	\$55,622.91
HOKX 111358	\$55,622.91	HOKX 111401	\$56,107.91
HOKX 111359	\$55,560.19	HOKX 111402	\$56,107.91
HOKX 111360	\$55,622.91	HOKX 111403	\$56,107.91
HOKX 111361	\$55,577.91	HOKX 111404	\$56,107.91
HOKX 111362	\$55,622.91	HOKX 111405	\$56,107.91
HOKX 111363	\$55,560.19	HOKX 111406	\$56,107.91
HOKX 111364	\$55,622.91	HOKX 111407	\$56,469.91
HOKX 111365	\$55,560.19	HOKX 111408	\$55,622.91
HOKX 111366	\$55,577.91	HOKX 111409	\$55,622.91
HOKX 111367	\$55,577.91	HOKX 111410	\$55,622.91
HOKX 111368	\$55,577.91	HOKX 111411	\$55,622.91
HOKX 111369	\$55,577.91	HOKX 111412	\$55,622.91
HOKX 111370	\$55,560.19	HOKX 111413	\$55,622.91
HOKX 111371	\$55,622.91	HOKX 111414	\$55,622.91
HOKX 111372	\$55,622.91	HOKX 111415	\$55,622.91
HOKX 111373	\$55,577.91	HOKX 111416	\$55,622.91
HOKX 111374	\$55,577.91	HOKX 111417	\$55,622.91
HOKX 111375	\$55,622.91	HOKX 111418	\$55,622.91
HOKX 111376	\$55,577.91	HOKX 111419	\$55,622.91
HOKX 111377	\$55,577.91	HOKX 111420	\$55,654.91
HOKX 111378	\$55,577.91	HOKX 111421	\$55,622.91
HOKX 111379	\$55,622.91	HOKX 111422	\$55,622.91
HOKX 111380	\$55,622.91	HOKX 111423	\$55,622.91
HOKX 111381	\$55,622.91	HOKX 111424	\$55,622.91
HOKX 111382	\$55,622.91	HOKX 111425	\$55,622.91
HOKX 111383	\$55,622.91	HOKX 111426	\$55,622.91
HOKX 111384	\$55,577.91	HOKX 111427	\$55,622.91
HOKX 111385	\$55,577.91	HOKX 111428	\$52,324.91
HOKX 111386	\$55,577.91	HOKX 111429	\$52,324.91
HOKX 111387	\$55,577.91	HOKX 111430	\$55,622.91
HOKX 111388	\$55,622.91	HOKX 111431	\$55,622.91
HOKX 111389	\$55,622.91	HOKX 111432	\$55,622.91
HOKX 111390	\$55,622.91	HOKX 111433	\$55,622.91
HOKX 111391	\$55,622.91	HOKX 111434	\$55,622.91
HOKX 111392	\$55,622.91	HOKX 111435	\$55,622.91
HOKX 111393	\$55,622.91	HOKX 111436	\$55,622.91

EQUIPMENT

MANUFACTURER: UNION TANK CAR COMPANY
NUMBER AND TYPE: (192) General Purpose Tank Cars

<u>Identification Number</u>	<u>Lessor's Cost (Dollars)</u>	<u>Identification Number</u>	<u>Lessor's Cost (Dollars)</u>
HOKX 111437	\$55,622.91	HOKX 111480	\$55,622.91
HOKX 111438	\$55,622.91	HOKX 111481	\$55,622.91
HOKX 111439	\$52,324.91	HOKX 111482	\$55,622.91
HOKX 111440	\$55,622.91	HOKX 111483	\$55,622.91
HOKX 111441	\$55,622.91	HOKX 111484	\$55,622.91
HOKX 111442	\$55,622.91	HOKX 111485	\$55,622.91
HOKX 111443	\$55,622.91	HOKX 111486	\$55,622.91
HOKX 111444	\$55,622.91	HOKX 111487	\$55,622.91
HOKX 111445	\$55,622.91	HOKX 111488	\$55,622.91
HOKX 111446	\$55,622.91	HOKX 111489	\$55,622.91
HOKX 111447	\$55,622.91	HOKX 111490	\$55,622.91
HOKX 111448	\$55,622.91	HOKX 111491	\$55,579.91
HOKX 111449	\$55,622.91	HOKX 111492	\$55,579.91
HOKX 111450	\$55,622.91	HOKX 111493	\$55,622.91
HOKX 111451	\$55,622.91	HOKX 111494	\$55,622.91
HOKX 111452	\$55,622.91	HOKX 111495	\$55,579.91
HOKX 111453	\$55,622.91	HOKX 111496	\$55,622.91
HOKX 111454	\$55,622.91	HOKX 111497	\$55,622.91
HOKX 111455	\$55,622.91	HOKX 111498	\$55,622.91
HOKX 111456	\$55,622.91	HOKX 111499	\$55,622.91
HOKX 111457	\$55,622.91	HOKX 111500	\$55,622.91
HOKX 111458	\$55,622.91	HOKX 111501	\$55,579.91
HOKX 111459	\$55,622.91	HOKX 111502	\$55,622.91
HOKX 111460	\$55,622.91	HOKX 111503	\$55,622.91
HOKX 111461	\$55,622.91	HOKX 111504	\$55,622.91
HOKX 111462	\$55,622.91	HOKX 111505	\$55,579.91
HOKX 111463	\$55,622.91	HOKX 111506	\$55,579.91
HOKX 111464	\$55,622.91	HOKX 111507	\$55,622.91
HOKX 111465	\$55,622.91	HOKX 111508	\$55,579.91
HOKX 111466	\$55,622.91	HOKX 111509	\$55,622.91
HOKX 111467	\$55,622.91	HOKX 111510	\$55,622.91
HOKX 111468	\$55,622.91	HOKX 111511	\$55,622.91
HOKX 111469	\$55,622.91	HOKX 111512	\$55,622.91
HOKX 111470	\$55,622.91	HOKX 111513	\$55,579.91
HOKX 111471	\$55,622.91	HOKX 111514	\$55,622.91
HOKX 111472	\$55,622.91	HOKX 111515	\$55,579.91
HOKX 111473	\$55,622.91	HOKX 111516	\$55,622.91
HOKX 111474	\$55,654.91	HOKX 111517	\$55,654.91
HOKX 111475	\$55,622.91	HOKX 111518	\$55,622.91
HOKX 111476	\$55,622.91	HOKX 111519	\$55,622.91
HOKX 111477	\$55,622.91	HOKX 111520	\$55,622.91
HOKX 111478	\$55,622.91	HOKX 111521	\$55,654.91
HOKX 111479	\$55,622.91	HOKX 111522	\$55,654.91

EQUIPMENT

MANUFACTURER: UNION TANK CAR COMPANY
NUMBER AND TYPE: (192) General Purpose Tank Cars

<u>Identification Number</u>	<u>Lessor's Cost (Dollars)</u>
HOKX 111523	\$55,622.91
HOKX 111524	\$55,622.91
HOKX 111525	\$55,579.91
HOKX 111526	\$55,622.91
HOKX 111527	\$55,654.91
HOKX 111528	\$55,579.91
HOKX 111529	\$55,622.91
HOKX 111530	\$55,579.91
HOKX 111531	\$55,622.91
HOKX 111532	\$55,622.91
HOKX 111533	\$55,579.91
HOKX 111534	\$55,622.91
HOKX 111535	\$55,579.91
HOKX 111536	\$55,579.91
HOKX 111537	\$55,622.91
HOKX 111538	\$55,579.91
HOKX 111539	\$55,579.91
HOKX 111540	\$55,622.91
HOKX 111541	\$55,579.91
HOKX 111542	\$55,579.91

Total	----- \$10,671,713.12
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